



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service (“APHIS”), and Michael Jensen, with reference to the following facts:

1. At all times mentioned herein, Michael Jensen operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 5694 E K4 Highway, Gypsum, KS 67448.

2. APHIS has documented evidence of Michael Jensen’s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Michael Jensen’s failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Michael Jensen have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Michael Jensen admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Michael Jensen consents and agrees to the following:

a. Michael Jensen agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises, regardless of ownership, within twelve (12) weeks from the date Michael Jensen signs this Settlement Agreement.



b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Michael Jensen holds at the time Michael Jensen signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Michael Jensen to retain a reasonable number of dogs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where Michael Jensen lives allow him to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Michael Jensen's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Michael Jensen's facility within twelve (12) weeks from the date Michael Jensen signs this Settlement Agreement to verify compliance with paragraph (a) above. Michael Jensen shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. Michael Jensen shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Michael Jensen signs this Settlement Agreement.

e. As of the date Michael Jensen signs this Settlement Agreement, AWA license 48-A-2009 is hereby revoked.

f. Michael Jensen and any partnerships, firms, corporations or other legal entities that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §



2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 5694 E K4 Highway, Gypsum, KS 67448.

7. Michael Jensen consents and agrees that his failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Michael Jensen based upon the non-compliant items documented at 5694 E K4 Highway, Gypsum, KS 67448, in connection with animal welfare investigation KS120003-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Michael Jensen's agreements and actions described in paragraph 6 above, and the promises and admissions of Michael Jensen set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Michael Jensen in connection with the alleged AWA violations documented in animal welfare investigation KS120003-AC.

APHIS and Michael Jensen warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Michael Jensen

Signature:

Date: 1-4-2013

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

fcr
Signature
Robert J.
Director

Date: 1/16/2013



**United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services**

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Animal and Plant Health Inspection Service
United States Department of Agriculture**

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